

**DEPARTMENT OF FISH AND GAME**

BAY DELTA REGION

(707) 944-5520

Mailing address:

POST OFFICE BOX 47

YOUNTVILLE CALIFORNIA 94599

Street address:

7329 SILVERADO TRAIL

NAPA CALIFORNIA 94558

**October 12, 2007****Notification Number: 1600-2006-0333-3**

**Lawrence A. Jones**  
California Department of Transportation  
111 Grand Avenue  
Oakland, CA, 94623

**Streambed Alteration Agreement Extension**  
Scottsdale Marsh/Pond Culvert Replacement Project  
Marin County

**Dear Mr. Jones:**

By this letter, the Department of Fish and Game is extending the above agreement until December 31, 2009 with the construction period to occur between July 15th and October 15th. All of the conditions of the original agreement (Notification Number 1600-2006-0333-3) are to remain in effect.

Please keep this letter and the attached copy of your agreement (Notification Number 1600-2006-0333-3) available on site for inspection by Department personnel.

**Sincerely,**

A handwritten signature in black ink, appearing to read "Charles Armor".

**Charles Armor**  
Acting Regional Manager  
Bay Delta Region

**cc: Warden Nicholas**  
**Lieutenant Riske**

CENTRAL COAST REGION  
(707) 944-5520  
Mailing address:  
POST OFFICE BOX 47  
MOUNTVILLE CALIFORNIA 94599  
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7329 SILVERADO TRAIL  
NAPA CALIFORNIA 94558



October 6, 2006

Notification Number: 1600-2006-0333-3

Lawrence A. Jones  
California Department of Transportation  
111 Grand Avenue  
Oakland, CA, 94623

### 1602 LAKE AND STREAMBED ALTERATION AGREEMENT

This agreement is issued by the Department of Fish and Game pursuant to Division 2, Chapter 6 of the California Fish and Game Code:

WHEREAS, the applicant Lawrence A. Jones / California Department of Transportation, hereafter called the Operator, submitted a signed NOTIFICATION proposing to substantially divert or obstruct the natural flow of, or substantially change the bed, channel, bank of, or use material from the streambed or lake of the following water: Scottsdale Marsh/Pond, Tributary to Novato Creek, Tributary to San Pablo Bay, located on Scottsdale Marsh below the Rowland Boulevard Road southbound on- and off-ramps at Milepost 20.2 in the city of Novato on the 7.5' Novato USGS quadrangle map, Marin County, State of California; and

WHEREAS, the Department has determined that such operations may substantially adversely affect existing fish and wildlife resources including water quality, hydrology, aquatic or terrestrial plant or animal species; and

WHEREAS, the project has undergone the appropriate review under the California Environmental Quality Act; and

WHEREAS, the Operator shall undertake the project as proposed in the signed PROJECT DESCRIPTION and PROJECT CONDITIONS (attached). If the Operator changes the project from that described in the PROJECT DESCRIPTION and does not include the PROJECT CONDITIONS, this agreement is no longer valid; and

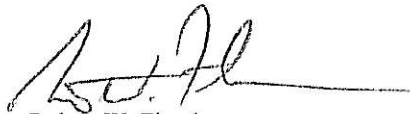
WHEREAS, the agreement shall expire on December 31, 2007; with the work to occur between July 15 and October 15; and

WHEREAS, nothing in this agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of the responsibility for compliance with applicable Federal, State, or local laws or ordinances. Placement, or removal, of any material below the level of ordinary high water may come under the jurisdiction of the U. S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act;

THEREFORE, the Operator may proceed with the project as described in the PROJECT DESCRIPTION and PROJECT CONDITIONS. A copy of this agreement, with attached PROJECT DESCRIPTION and PROJECT CONDITIONS, shall be provided to contractors and subcontractors and shall be in their possession at the work site.

Failure to comply with all conditions of this agreement may result in legal action.

This agreement is approved by:

  
Robert W. Floerke  
Regional Manager  
Central Coast Region

cc: Warden Nicholas  
Lieutenant Riske

STATE OF CALIFORNIA THE RESOURCES AGENCY  
GOVERNOR

**DEPARTMENT OF FISH AND GAME**

CENTRAL COAST REGION

(707) 944-5520

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YOUNTVILLE, CALIFORNIA 94599

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7329 SILVERADO TRAIL

NAPA, CALIFORNIA 94558

ARNOLD SCHWARZENEGGER,

Fish & Game

OCT 04 2006

Yountville



Notification Number: 1600-2006-0333-3

**Scottsdale Marsh/Pond, Tributary Novato Creek, Tributary San Pablo Bay,  
Marin County**

**Operator:**

Lawrence A. Jones

California Department of Transportation

111 Grand Ave.

Oakland, CA, 94623

**PROJECT DESCRIPTION and PROJECT CONDITIONS**

**Description**

The proposed project is located on Scottsdale Marsh below the Rowland Blvd Road southbound on- and off-ramps at Milepost 20.2 in the city of Novato on the 7.5' Novato USGS quadrangle map. The applicant proposes to replace two existing parallel 48" culverts with two 48" corrugated plastic 172.2 foot long culverts; approximately 20 feet on both ends of the two culverts will remain as they have been replaced previously. Work involved includes the following: removing the existing culverts and associated rip rap and placing new culverts in the vacated area. Caltrans will create a coffer dam at each end of the two culverts to dewater the area immediately adjacent to each culvert outlet.

***Resources at Risk***

Scottsdale Marsh/Pond supports habitat for northwestern pond turtle (*Clemmys marmorata marmorata*), Saltmarsh common yellowthroat (*Geothlypis trichas sinuosa*), Tricolored blackbird (*Agelaius tricolor*) and other aquatic species. California Department of Fish & Game (CDFG) visited the project site on August 1, 2006 to review State regulatory requirements.

**Terms and Conditions**

**Work Periods**

1. The work period for completing the culvert work within the marsh/pond zone shall be restricted to July 1<sup>st</sup> through October 15<sup>th</sup> during periods of low stream flow and dry weather.

#### **Northwestern pond turtle**

2. Within 48 hours prior to the start of construction activities, including dewatering, in any aquatic areas (including channels, ponds, freshwater marshes, drainage ditches, etc.) a qualified biologist shall perform pond turtle surveys. Surveys shall include nests as well as for individual adult turtles. The project biologist shall be responsible for the survey and relocation of adult turtles. If nests are observed, a biologist with an appropriate Department of Fish and Game scientific-collecting permit shall relocate the eggs to a suitable area for incubation. Construction shall not proceed until any identified turtles or nests are relocated and the area is deemed free of turtles and nests.

#### **Nesting bird surveys**

3. If work occurs between March 15th and September 1 in any areas containing riparian habitat, that may support Saltmarsh common yellowthroat or Tricolored blackbird, a qualified biologist must conduct a survey for nesting birds within one week prior to the vegetation removal and/or construction activities, and ensure no nesting birds shall be impacted by the project. These surveys shall include the areas within 200 feet of the edge of the proposed impact area(s). If active nests are found, a minimum of a 50-foot (200 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone until the young have fledged, are no longer being fed by the parents, or have left the nest and will no longer be impacted by the project. Vegetation clearing may occur other than as described above if CDFG approved avoidance measures are in place to ensure no impacts to nesting birds may occur and the Operator receives confirmation from CDFG that the vegetation removal at a specific site is allowed on a specified date.

#### **Biological monitor**

4. A biologist shall be present during all dewatering activities. If any specimens are found, such as northwestern pond turtle, and these individuals are likely to be killed or injured by work activities, the biologists must be allowed sufficient time to move them from the site before work activities resume. The biologist must relocate the specimens to an appropriate location before work activities begin.

#### **Disturbance, disposal and removal of materials**

5. All removed sediment, vegetation or debris shall be disposed of off-site and according to State and local laws.

6. The disturbance or removal of sediment or vegetation shall not exceed the minimum necessary to complete project. Precautions shall be taken to avoid other damage to vegetation by people or equipment. The disturbed portions of the stream channel within the ordinary high-water mark of the stream shall be restored to as near their original condition as possible.

#### **Threatened or endangered species present**

7. This agreement does not allow for the take, or incidental take of any State or Federal listed threatened or endangered listed species. Any unauthorized take of such listed species may result in prosecution.

#### **Erosion control measures**

8. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State. At no time shall silt-laden runoff be allowed to enter the stream or directed to where it may enter the stream.

9. All exposed/disturbed areas within the project site shall be stabilized to the greatest extent possible. Erosion control measures such as straw wattles, straw mulch, and hydro-seeding (utilizing a native mix) shall be used where ever silt laden water has the potential to leave the work site and enter State waters. Erosion control measures shall be monitored during and after each storm event. Modifications, repairs and improvements to erosion control measures shall be made whenever it is needed.

10. All construction debris and associated materials shall be removed from the work site upon completion of this project. Any equipment or vehicles driven and/or operated within or adjacent to the site shall be cleaned of all external oil, grease, and materials that, if introduced to water, could be deleterious to aquatic life, wildlife or riparian habitat. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the creek shall be positioned over drip pans.

#### **Hazardous materials storage**

11. Hazardous materials (fuels, lubricants, solvents, etc.) will not be stored within 200 feet of a drainage or water body.

#### **Refueling equipment**

12. Refueling of mobile and/or portable equipment will not occur within 100 feet of a drainage or water body. When circumstances do not permit this, refueling of sedentary equipment will use catch basins and absorbent pads while refueling within 100 feet of a drainage or water body.

#### **Operation of equipment**

13. Equipment shall not be operated in wetted areas (including but not limited to ponded, flowing, or wetland areas) or within the stream channel below the level of top-of-bank.

#### **Agreement onsite**

14. A copy of this agreement must be provided to the contractor and all subcontractors who work within the stream zone and must be in their possession at the work site.

#### **Inspection of Work Sites**

15. Department personnel or its agents may inspect the work site at any time.

### **Compliance liability**

16. The Operator is liable for compliance with the terms of this Agreement, including violations committed by the contractors and/or subcontractors. The Department reserves the right to suspend construction activity described in this Agreement if the Department determines any of the following has occurred:

- A). Failure to comply with any of the conditions of this Agreement
- B). Information provided in support of the Agreement is determined by the Department to be inaccurate.
- C). Information becomes available to the Department that was not known when preparing the original conditions of this Agreement (including, but not limited to, the occurrence of State or federally listed species in the area or risk to resources not previously observed)
- D). The project as described in the Agreement has changed or conditions affecting fish and wildlife resources change.

Any violation of the terms of this Agreement may result in the project being stopped, a citation being issued, or charges being filed with the District Attorney. Contractors and subcontractors may also be liable for violating the conditions of this agreement.

### **Amendments and Renewals**

17. The Operator shall notify the Department before any modifications are made in the project plans submitted to the Department. Project modifications may require an amendment or a new notification.

This Agreement is transferable to subsequent owners of the project property by requesting an amendment.

To renew the Agreement beyond the expiration date, a written request for a renewal must be submitted to the Department (1600 Program, Post Office Box 47, Yountville, California 94599) for consideration at least 30 days before the Agreement expiration date. A renewal requires a fee. The Fee Schedule can be obtained at <http://www.dfg.ca.gov/1600/index.html> or by phone at (707) 944-5520. Renewals of the original Agreement are issued at the discretion of the Department.

To modify the project, a written request for an amendment must be submitted to the Department (1600 Program, Post Office Box 47, Yountville, California 94599). An amendment requires a fee. The Fee Schedule can be obtained <http://www.dfg.ca.gov/1600/index.html> or by phone at (707) 944-5520. Amendments to the original Agreement are issued at the discretion of the Department.

***Please note that you may not proceed with construction until your proposed project has undergone CEQA review and the Department signs the Agreement.***

***I, the undersigned, state that the above is the final description of the project I am submitting to the Department for CEQA review, leading to an Agreement, and agree to***

*implement the conditions above required by the Department as part of that project. I will not proceed with this project until the Department signs the Agreement. I also understand that the CEQA review may result in the addition of measures to the project to avoid, minimize, or compensate for significant environmental impacts:*

Operator's name (print): LAWRENCE A JONES

Operator's signature: 

Signed the 2 day of OCTOBER, 2006

1600 - 2006 -		For Department Use Only	
Notification Number:	0333-3	Date Received	5/22/06
Fee Enclosed?	<input checked="" type="checkbox"/> Yes \$1,500.00	<input type="checkbox"/> No	
Information Taken/Notes	#082-107431 DEPT. OF TRANSPORTATION		

Fish & Game

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME

SARROW  
LT. RISKE

MAY 22 2006

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

All fields must be completed unless otherwise indicated.  
(See enclosures for instructions.)

Yountville

Notification Type	
<input type="checkbox"/> Timber Harvesting Plan (No. _____)	<input type="checkbox"/> Water Application (No. _____)
<input type="checkbox"/> Commercial Gravel Extraction (No. _____)	<input checked="" type="checkbox"/> Other 1602

Application Information			
	Name	Address	Telephone/FAX
<b>Applicant:</b>	Lawrence A. Jones, Office Chief, Special Projects	California Department of Transportation, 111 Grand Ave. Oakland, CA 94623	Business: (510) 286-5080 Fax: (510) 286-4748
<b>Operator:</b>	State of California, Department of Transportation, District 4	California Department of Transportation, 111 Grand Ave. Oakland, CA 94623	Business: Fax:
<b>Contractor:</b> (if known)			Business: Fax:
<b>Contact Person:</b> (if not applicant)	Louis Fagliano, Project Engineer of Special Projects	California Department of Transportation, 111 Grand Ave. Oakland, CA 94623	Business: (510) 286-4758 Fax: (510) 286-4748
<b>Property Owner:</b>			Business: Fax:

Project Location				
<b>Location Description:</b>		U.S. Route 101, kilometer post 32.5 (Post Mile 20.2), Novato		
<b>County</b>		<b>Assessor's Parcel Number</b>		
MARIN				
<b>USGS Map</b>	<b>Township</b>	<b>Range</b>	<b>Section</b>	<b>Latitude/Longitude</b>
Novato USGS Quadrangle	3N	6W		38°5.546'N, 122°33.559'W
<b>Name of River, Stream, or Lake:</b>		Scottsdale Pond and Scottsdale Marsh		
<b> tributary To?</b>		Novato Creek		

# NOTIFICATION OF LAKE OR STREAMBED ALTERATION (Continued)

Name of Applicant: California Department of Transportation

## Project Description

Project Name:	MRN 101 Culvert Replacement Project					
Start Date:	July 2007	Completion Date:	October 2007	Project Cost:	\$343,000	Number of Stream Encroachments: (Timber Harvesting Plans Only)

Describe project below: (Attach separate pages if necessary)

See attached project description.

☐ Continued on separate page (s)

## Attachments/Enclosures

Attach or enclose the required documents listed below and check the corresponding boxes.

<input checked="" type="checkbox"/> Project Description	<input checked="" type="checkbox"/> Map showing project location, including distances and/or directions from nearest city or town	<input checked="" type="checkbox"/> Construction plans and drawings pertaining to the project
Completed CEQA documents:	<input type="checkbox"/> Notice of Exemption <input type="checkbox"/> Negative Declaration <input type="checkbox"/> Draft or Final Environmental Impact Report	<input type="checkbox"/> Mitigated Negative Declaration <input type="checkbox"/> Notice of Determination
Copies of applicable local, State, or federal permits, agreements, or other authorizations:	<input type="checkbox"/> Local. Describe: <input type="checkbox"/> State. Describe: <input checked="" type="checkbox"/> Federal. Describe: U.S. Army Corps of Engineers Nationwide Permits 3(i) and 33.	

I hereby certify that all information contained in this notification is true and correct and that I am authorized to sign this document. I understand that in the event this information found to be untrue or incorrect, I may be subject to civil or criminal prosecution and the Department may consider this notification to be incomplete and/or cancel any Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand that this notification is valid only for the project described herein and that I may be subject to civil or criminal prosecution for undertaking a project that differs from the one described herein, unless I have notified the Department of that project in accordance with Fish and Game Code Section 1602.

I understand that a Department representative may need to inspect the property where the project described herein will take place before issuing a Lake or Streambed Alteration Agreement pursuant to this notification. In the event the Department determines that a site inspection is necessary, I hereby authorize the Department to enter the property where the project described herein will take place to inspect the property at any reasonable time and certify that I am authorized to grant the Department permission to access the property.

☐ I request the Department to first contact me at (insert telephone number) \_\_\_\_\_ to schedule a date and time to enter the property where the project described herein will take place and understand that this may delay the Department's evaluation of the project described herein.

Domin Faghaim  
Operator or Operator's Representative

5/18/06  
Date